

Panaji, 12th December, 2019 (Agrahayana 21, 1941)

SERIES II No. 37

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 36 dated 05-12-2019 as follows:—

- (1) Extraordinary dated 09-12-2019 from pages 633 to 634 regarding Order from Department of Home.
- (2) Extraordinary (No. 2) dated 11-12-2019 from pages 635 to 636 regarding Notification from Department of Elections.

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 2/25/2019-20/D.Agr(Part)/1194

On recommendation of the Goa Public Service Commission vide their letter No. COM/II/12/2(1)/2014/1142 dated 17-10-2019, the probation period of Smt. Siddhi S. Prabhu Gaonkar, Assistant Agriculture Officer, Group 'B' Gazetted of this Directorate in the PB-II Rs. 9300-34800+4200 Grade Pay (Level 6 of the 7th Pay Commission Matrix) have been lifted as she has satisfactorily completed probation period as shown below against her name.

Sr. No.	Name of the officer	Date of joining in regular service in the promoted grade of Assistant Agriculture Officer	Date of completion of probation period in the grade of Assistant Agriculture Officer
1.	Smt. Siddhi S. Prabhu Gaonkar	01-12-2016	30-11-2018

By order and in the name of the Governor of Goa.

Madhav B. Kelkar, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 05th December, 2019.

Order

No. 2/25/2019-20/D.Agr(Part)/1195

On recommendation of the Goa Public Service Commission vide their letter No. COM/II/12/2(3)/2018/1141 dated 17-10-2019, the probation period of Smt. Shruti S. Dhupkar, Farm Manager, Group 'B' Gazetted of this Directorate in the PB-II Rs. 9300-34800+4200 Grade Pay (Level 6 of the 7th Pay Commission Matrix) have been lifted as she has satisfactorily completed probation period as shown below against her name and also have been confirmed against the post of Farm Manager with immediate effect:

Sr. No.	Name of the officer	Date of joining in regular service as Farm Manager	Date of completion of probation period in the grade of Farm Manager including extension of probation period
1.	Smt. Shruti S. Dhupkar	27-06-2016	23-03-2019

By order and in the name of the Governor of Goa.

Madhav B. Kelkar, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 05th December, 2019.

Department of Education, Art & Culture

Directorate of Higher Education

—
Order

No. ACAD III/SHEC/Filling of Posts/02/2019/7321

Read: ACAD III/SHEC/Filling of Posts/02/2019/
/5354 dated 25-09-2019.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/78(5)/2019/879 dated 29-08-2019, Government is pleased to appoint Shri Vithal Pandurang Shet Tilvi to the post of Professor for Research, Development and Innovation for State Higher Education Council (Group "A" Gazetted) under Directorate of Higher Education on temporary basis in the Pay Matrix Level 14 with effect from 01-11-2019 (b.n.), and as per the terms and conditions contained in the Memorandum cited above.

Shri Vithal Pandurang Shet Tilvi shall be on probation for a period of one year extendable by a maximum period of one year in case of unsatisfactory performance.

Shri Vithal Pandurang Shet Tilvi has been declared medically fit by the Medical Board. The appointment is made subject to the verification of his character and antecedents. In the event of any adverse remarks noticed by the Government on verification of his character and antecedents, his services shall be terminated.

He shall draw his salary against the newly created post vide Order No. ADMN/ASSESSMENT OF MANPOWER/28/2018/2843 dated 25-09-2018.

This issues in the supersession of the earlier Order No. ACAD III/SHEC/Filling of Posts/02/2019/6466 dated 29-10-2019.

By order and in the name of the Governor of Goa.

Prasad Lolayekar, Director (Higher Education)
& Executive Director (SHEC)

Porvorim, 06th December, 2019.

—◆◆◆—
Goa Legislature Secretariat—
Order

No. LA/Admn./2019/1942

In pursuance of Rule 4 (1) of the Goa Legislature Secretariat (Recruitment and Conditions of Service) Rules, 1988, the Governor in consultation with

"Special Board" is pleased to promote Ms. Namrata A. Ulman, Joint Secretary of the Goa Legislature Secretariat to the post of Secretary, Legislature, Group "A" (Gazetted), in the Pay Matrix Level 12, Cell-1 Rs. 1,18,500/- on regular basis w.e.f. 09th December, 2019 (f.n.).

2. The pay of Ms. Namrata A. Ulman shall be fixed as per the rules. She should exercise an option for fixation of pay under F.R. 22 (I) (a) (1) within one month from the date of promotion.

3. Ms. Namrata A. Ulman will be on probation for a period of two years from the date of her promotion, as prescribed under the Recruitment Rules.

4. The expenditure on pay and allowances shall be debited to the Budget Head "2011-Parliament/State/U.T. Legislature; 02-State/U.T. Legislature; 103-Legislative Secretariat; 01-Legislature Secretariat of State; 01-Salaries."

By order and in the name of the Governor of Goa.

U. D. Bicholkar, Committee Officer, Legislature.

Porvorim, 09th December, 2019.

—◆◆◆—
Department of Home

Home—General Division

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Order

No. 2/49/2019-HD(G)/3203

Whereas, the Hon'ble Union Home Minister in his D.O. letter dated 07-09-2019 directed to review of existing Criminal Laws viz. IPC, Cr. P.C., Arms Act, NDPS Act, etc. with the view to make them relevant to the contemporary law & order situation as well as to provide speedy justice to the vulnerable sections of the society.

Therefore, Government of Goa is pleased to constitute a committee comprising of following Officers to deliberate and suggest amendments in existing Criminal Laws keeping in view practical difficulties being faced in administration of the aforesaid laws:-

- | | |
|---------------------------------------|-------------|
| 1. Chief Secretary, Goa | — Chairman. |
| 2. Secretary Law, Goa | — Member. |
| 3. Special Secretary (Home), Goa | — Member. |
| 4. Director General of Police, Goa | — Member. |
| 5. Superintendent of Police, ANC, Goa | — Member. |

- | | |
|---|-----------|
| 6. Superintendent of Police,
Crime, Goa | — Member. |
| 7. District Collectors (North &
South), Goa | — Member. |
| 8. Director of Prosecution, Goa | — Member. |
| 9. Superintendent of Police
(North & South), Goa | — Member. |

The proposed amendments should focus on simplifying legal procedure so as to ensure ease of living for the common man.

By order and in the name of the Governor of Goa.

Nilesh K. Dhaigodkar, Under Secretary (Home).

Porvorim, 4th December, 2019.



Department of Industries

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Notification

No. 3/23/2019-IND/706

Read: Notification No. 3/23/2019-IND/656 dated 13-11-2019.

In exercise of the powers conferred by Clause (b) of sub-section (3) of Section 5 of the Goa Investment Promotion Act, 2014 (Goa Act 13 of 2014), the Goa Investment Promotion and Facilitation Board (Goa-IPB) has appointed a sub-committee with effect from 08-08-2019 with the following composition:-

- | | |
|--|------------------------|
| 1) Hon'ble Minister for Industries,
Government of Goa | — Chairman. |
| 2) Secretary (Industries) | — Member. |
| 3) Shri Harish Rajani, Member,
Goa-IPB | — Member. |
| 4) Shri Atrey Sawant, Member,
Goa-IPB | — Member. |
| 5) Shri Manoj Caculo, Member,
Goa-IPB | — Member. |
| 6) Chief Executive Officer,
Goa-IPB | — Member
Secretary. |

The terms of reference of the Committee shall be as under:

- i) Evaluation of all new project proposals under the purview of Goa-IPB (meeting the criteria such as specified in sub-section 3 of Section 3 of Goa Investment Promotion Act, 2014) and giving recommendations before the Board Meeting.

- ii) Evaluation of projects as specified in sub-section 4 of Section 3 of Goa Investment Promotion Act.
- iii) Decision on any matters related to project proposals including but not limited to name change, address change, review of proposals, and revocation of proposals that may be ratified at the subsequent Board Meeting.
- iv) Decision on routine matters that may be ratified at subsequent Board Meeting.
- v) Discussion on addressing infrastructure gaps in Goa for attracting investments as per Section 5 sub-section (j) of Goa Investment Promotion Act, 2014.
- vi) Evaluation of alternative available to the Board's office for performing the task of Satellite Consultants.
- vii) The Committee may co-opt any other expert(s)/official(s) if necessary, for obtaining necessary input, assistance for its smooth functioning.
- viii) Any other term of reference/subject by the Goa-IPB from time to time.
- ix) The Committee shall meet once in a month or as and when necessary.

This supersedes the earlier Notification No. 3/23/2019-IND/656 dated 13-11-2019.

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Industries).

Porvorim, 06th December, 2019.



Department of Labour

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Notification

No. 28/2/2019-LAB/Part-VI/754

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 25-10-2019 in reference No. IT/01/10 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Kuldeep Ulhas Arolkar, Under Secretary (Labour)
(Link).

Porvorim, 21st November, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Ref. No. IT/01/10

Shri A. S. Mulla & 38 Others,
Rep. by the President,
Goa Trade & Commercial Workers Union,
Velho Building, 2nd Floor,
Panaji-Goa. ... Workmen/Party I

V/s

M/s. Sunrise Zinc Limited,
Cuncolim Industrial Estate,
Cuncolim-Goa. ... Employer/Party II

Workmen/Party I represented by Ld. Adv. Shri
Suhaas Naik.

Employer/Party II represented by Ld. Adv. Shri P.
Chawdikar.

AWARD

**(Delivered on this the 25th day of the month
of October of the year 2019)**

By Order dated 04-01-2010, bearing No. 28/25/
/2009-LAB/06, the Government of Goa in exercise
of powers conferred by Section 10(1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to the Tribunal
for adjudication.

*“(1) Whether the action of the management of
M/s. Sunrise Zinc Limited, Cuncolim
Industrial Estate, Cuncolim, in closing its
factory at Cuncolim Industrial Estate,
Cuncolim, Goa, with effect from 14-04-2008
and consequent retrenchment of its below
mentioned 39 workmen with effect from
14-04-2008, is legal and justified?”*

- i) A. S. Mulla
- ii) Akbar Basha
- iii) Anil Mhalsekar
- iv) Balkrishna Achari
- v) Bhikaji Thakur
- vi) Braz Veigas
- vii) Damodar Velip
- viii) Dattatraya Naik
- ix) Ganapati Manjrekar
- x) Gopi Gaonkar
- xi) Janu Gaonkar
- xii) Kishore Naik
- xiii) Krishnanand Padvalkar
- xiv) Mahableshwar G. Naik
- xv) Mahableshwar Kamble

- xvi) Mahadev Dessai
- xvii) Namdev Achari
- xviii) Nanda Kalangutkar
- xix) Narayan Parab
- xx) Naresh Kolambkar
- xxi) Pandurang Chorlekar
- xxii) Polath Srinivasulu
- xxiii) Premanand Kamble
- xxiv) Raju Velip
- xxv) S. S. Kumbhar
- xxvi) Saleem Khan
- xxvii) Santosh Dudhalkar
- xxviii) Santosh Manjrekar
- xxix) Santosh Mhalshekar
- xxx) Sharad Padvalkar
- xxxi) Shashikant Gaonkar
- xxxii) Shyamsunder Rane
- xxxiii) Suresh Gaonkar
- xxxiv) Suresh Powar
- xxxv) Umesh Gaonkar
- xxxvi) Vijay Padvalkar
- xxxvii) Vijaykumar Nair
- xxxviii) V. Srinivas
- xxxix) Yeshwant Gaonkar

(2) *If not, what relief the workmen are entitled
to?”*

2. On receipt of the reference, it was registered
as IT/01/10 and registered A/D notices were issued
to both the parties. Upon appearance, Party I filed
a Claim statement at Exh. 7 and Party II filed a
Written statement at Exh. 8.

3. In short, the case of the Party I in the claim
statement is that the Party II is engaged in the
business of manufacturing electrolytic zinc and
has been employing more than 200 workmen. The
management suddenly on 14-4-2008 closed down
its establishment without any communication or
intimation to the union or other statutory
authorities. The action on the part of the
management to close its factory w.e.f. 14-4-2008 is
illegal, unjust and bad in law and is an attempt
made by the employer to terminate the services of
all the workmen. The Party II has been employing
more than 100 workmen right from the year 1997
to 2008 and was running in three shift operations
and had a large number of work orders. The
employer has failed to appreciate that around 200
workmen including permanent and contract
workmen are directly employed at the factory and
are dependent for their livelihood and hence the
provisions of Chapter VB and Section 25-O of the
Industrial Disputes Act are applicable to the
present case as no permission has been sought by
the company from the appropriate Government

before declaring the illegal closure. The workmen on the rolls of the company are therefore entitled for full wages from the date of closure till date alongwith other reliefs.

4. The Party II filed a Written statement inter-alia contending that the Union has no locus standi to file the claim statement on behalf of the workmen. The Central Government banned the import of raw material which led to an acute shortage which again led to low capacity utilization from inception itself and the plant started incurring operating losses from its first year itself and due to losses year after year, the company defaulted on payment of interest and loan installments and became sick unit. The company tried its best to recoup its losses but to little avail. All the dues as per law were paid to the employees. The management has complied with all the necessary provisions of law and hence the workmen are not entitled for any reliefs.

5. In the rejoinder at Exh. 9, the Party I has denied the case set up by the Party II in the written statement.

6. Issues that came to be framed at Exh. 12 are as follows:

- (1) Whether Party I/Union proves that management of Party II suddenly on 14-4-2008 closed down its establishment without any communication, intimation to them and to the other statutory authorities in blatant violation of the provisions of I.D. Act 1947?
- (2) Whether Party I/Union proves that the provisions of Chapter V (B) and Section 25 (O) of I.D. Act 1947 apply to this case as Party II has been employing more than 100 workmen?
- (3) Whether Party II proves that the President of the Union has no locus standi to file the claim statement on behalf of the workmen/other employees?
- (4) Whether Party II proves that in the absence of a specific reference of a substantive dispute, this Tribunal cannot decide whether closure has been declared and if so, the same is legal or illegal?
- (5) What relief? What Award?

7. In support of the case, Party I examined Shri R. D. Mangueshkar as witness and produced on record a copy of industrial dispute dated 16-4-2008 at Exh. 20, Minutes of conciliation proceedings at Exh. 21 colly, a copy of failure report dated 18-8-2009 at Exh. 22, copies of documents furnished by the

Office of Inspectorate of Factories and Boilers at Exh. 23 colly, a copy of notice of closure dated 13-3-2008 at Exh. 24 and a copy of letter dated 1-1-2007 along with resolution dated 23-12-2006 at Exh. 25. A copy of Notice of lay off dated 14-12-2007 along with annexures at Exh. 27 colly, a copy of notice of lay off dated 15-1-2008 along with annexures at Exh. 28 colly, a copy of notice of lay off dated 13-2-2008 along with annexures at Exh. 29 colly, a copy of notice of lay off dated 13-3-2008 at Exh. 30 and a copy of minutes of meeting held before the Conciliation Officer at Exh. 31 colly. On the other hand, Party II examined Shri Pankaj Jaju as witness and produced on record a copy of order dated 23-11-2007 at Exh. 34, a copy of letter dated 23-11-2007 from GSPCB at Exh. 35, a copy of Form Q dated 14-2-2008 with annexure at Exh. 36 colly, a copy of possession notice of State Bank of India dated 3-10-2010 at Exh. 37, a copy of inventory dated 3-10-2008 at Exh. 38, a copy of Auditors report dated 14-8-2010 with annexure at Exh. 40 colly and a copy of wage register at Exh. 41 colly.

8. Heard arguments.

9. I have gone through the records of the case and have duly considered the arguments advanced. My answers to the above issues are as follows:

Issue No. 1	...	In the Negative.
Issue No. 2	...	In the Negative.
Issue No. 3	...	In the Negative.
Issue No. 4	...	In the Negative.
Issue No. 5	...	As per Final order.

REASONS

Issue No. 1 and 2:

10. Learned Adv. Shri Suhaas Naik for the Party I has submitted that the management of Party II suddenly on 14-4-2008 closed down its establishment without any communication or intimation to them and other statutory authorities in blatant violation of Section 25-O under Chapter VB of the Industrial Disputes Act without seeking permission from the appropriate Government as the Party II employed more than 100 employees and their services could not have been terminated without obtaining prior permission of the State Government as per the Act and therefore, the workers are entitled for the reliefs claimed. As against that, Ld. Adv. Shri P. Chawdikar for the Party II has submitted that the establishment which was running into losses had to be closed as the company had become sick and inspite of submitting proposals to the financial institutions as per the direction of BIFR, none of the said proposals were accepted. The company had also

become subject of a Public Interest Litigation in the Hon'ble High Court of Bombay at Goa bearing Writ Petition No. 376/06 on grounds of environmental pollution and vide order dated 23-11-2007, the operation of plant was suspended and based on the said order, the Goa State Pollution Control Board ordered immediate closure of the plant dated 23-11-2007 and hence they were left with no choice but to give lay off to its employees and thereafter all their dues were paid in terms of law.

11. The Party I examined Shri R. D. Mangueshkar, Secretary of the union who claimed that the management closed its factory w.e.f. 14-4-2008 which is illegal, unjust and bad in law and is an attempt made by the employer to terminate the services of all the workmen. He also claimed that the employer has been employing more than 100 workmen right from the year 1997 till 2008 and has enforced closure without following procedure as contemplated under Chapter VB of the Act. In the cross examination, he also reiterated that there were more than 200 workers working in the factory, however admitted that only 39 workers out of 45 persons as per Exh. 25 who had joined the union are parties to the reference. He claimed that he was not aware of the public interest litigation filed against the company for violation of environmental issues but admitted that the Hon'ble High Court vide order dated 23-11-2007 directed the Party II to suspend its operations. The materials on records indicate that the Goa State Pollution Control Board also issued letter dated 23-11-2007 directing the Party II to close down the plant forthwith.

12. The Party II has admittedly declared lay off from 14-12-2007 and had issued the notices of lay off dated 14-12-2007 at Exh. 27 colly, dated 15-1-2008 along with annexure at 28 colly, dated 13-12-2008 at Exh. 29 colly. Shri Mangueshkar has admitted that the notices along with annexures as stated above which were sent by Party II were received by them. He also admitted that the closure notice dated 13-3-2008 at Exh. 30 was also received by their office. No reply has been given to the said closure notice nor was it challenged. He also admitted that the management has paid the wages of lay off and that there is no dispute raised by the union with regard to lay off as per the notices and that the factory was closed. It therefore follows that the Party II has followed the provisions under the law for closure of the company. The claim of Party I that the Party II was employing more than 100 workmen on its roll preceding 12 months from the date of closure and as such Chapter VB of the Act is applicable is also not borne by any records. The schedule of reference shows that there are

only 39 workmen. The documents produced by Shri Mangueshkar from Exh. 22 to Exh. 24 also do not show that there were more than 100 workmen. The Director of the Company, Shri Pankaj Jaju has clearly specified the reason for which the company was constrained to close its operation including directions from Goa State Pollution Control Board and Hon'ble High Court. He has produced on record the copy of the muster roll and copy of wage register at Exh. 40 colly and Exh. 41 colly respectively for the period from September, 2007 till May, 2008, which clearly indicate that there were 74/62 workmen on its roll. No counter documents have been produced on record by the Party I. The material on record therefore clearly belies that the case of Party I that the Party II was employing more than 100 workmen prior to its closure.

13. Chapter V-B of the Act deals with special provisions relating to lay-off, etc. Section 25-K under said Chapter deals with industrial establishment in which not less than one hundred workmen were employed on an average per working day for the preceding twelve months. The documents on record including notices at Exhibits 27 colly, 28 colly, 29 colly and 30 indicate that proper compliance under relevant provisions of law has been made by Party II. There were less than 100 workmen working with Party II at the time of closure. There is therefore no requirement of seeking any permission from appropriate Government in terms of Section 25-O of the Industrial Disputes Act. There is no quarrel that the Party II paid all the dues in terms of law as admitted by Shri Mangueshkar. It is in such circumstances, the Party I has failed to prove that the management of the Party II closed down its establishment without any communication to them on 14-4-2008 in blatant violation of Industrial Disputes Act and that the Party II has not followed provisions of Section 25-O of Chapter VB of the Act and hence, the issues No. 1 and 2 are answered in the negative.

Issue No. 3 and 4:

14. It is claimed by the Party II that the President of the Union has no locus standi to file the claim statement on behalf of the workmen and other employees and in the absence of specific reference of a substantive dispute, the Tribunal cannot decide whether closure has been declared, however the Director of the Party II has not adduced any evidence by way of oral as well as documentary in support of above issues and therefore the same are answered in the negative. Be that as it may, the

Party I has not made out any case in its favour and therefore not entitled for any relief sought by it in the claim statement. Hence, the above issues are answered accordingly.

15. In the result, I pass the following:

ORDER

- (i) It is hereby held the action of the management of M/s. Sunrise Zinc Limited, Cuncolim Industrial Estate, Cuncolim, in closing its factory at Cuncolim Industrial Estate, Cuncolim, Goa, with effect from 14-04-2008 and consequent retrenchment of its above mentioned 39 workmen with effect from 14-04-2008, is legal and justified.
- (ii) The Party I/Workmen are therefore not entitled to any reliefs.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/Part-VI/753

The following award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 31-10-2019 in reference No. IT/17/18 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Kuldeep Ulhas Arolkar, Under Secretary (Labour)
(Link).

Porvorim, 21st November, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA AT PANAJI

**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Ref. No. IT/17/18

Workmen,
Rep. by the General Secretary,
Ranbaxy Workers Union,
C/o. Suryakant M. Naik,
H. No. 1029, Wadi Wada,
Kundaim, Ponda, Goa-403 115. ... Workmen/Party I
V/s

M/s Sun Pharmaceuticals Industries Ltd.,
Madkaim Industrial Estate,
Madkaim-Goa-403 404. ... Employer/Party II
Workmen/Party I represented by Shri S. P. Gaonkar.
Employer/Party II represented by Ld. Adv. Shri G.
K. Sardesai

AWARD

**(Delivered on this the 31st day of the month
of October of the year 2019)**

By Order dated 28-11-2018, bearing No. 28/28/2018-LAB/757, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to this Tribunal for adjudication.

- “(1) *Whether the demand of the Ranbaxy Workers Union to pay bonus as per the provisions of the Payment of Bonus Act, 1965 (Central Act No. 21 of 1965), as amended by the Payment of Bonus (Amendment) Act, 2015 (Central Act No. 6 of 2016), to all the employees for the accounting year 2016-17 is justified?*
- (2) *If the answer to issue No. (1) above is in the negative, then, to what relief the workmen are entitled?”*

2. Upon receipt of the reference, it was registered as IT/17/18 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim statement at Exhibit 6 and Party II filed a Written statement at Exhibit 8.

3. In short, the case of the Party I is that the workmen were working with Party II since last several years. The factory of Party II was previously known as Ranbaxy Laboratories Ltd. which was taken over by the Party II in the year 2015 and since then wages and other dues were paid by the Party II. The Party II was paid 20% bonus for the year 2016-17 in October, 2017 as per existing practice. However, while paying 20% bonus, the Party II applied the ceiling of Rs. 7000/- and paid Rs. 16,800/- each to all the workers. The Central Government revised the Payment of bonus vide Notification dated 31-12-2015 which is known as ‘The Payment of Bonus (Amendment) Act, 2015’ which reads as “For the word three thousand and five hundred at both places where they occur, the word “seven thousand rupees or the minimum wages for the schedule employment, as fixed by the appropriate Government, whichever is higher” shall respectively be substituted.

4. It is further case of the Party I that in the month of October 2017, the union office bearers requested the management to pay the additional bonus as per the minimum wages of skilled categories and when the Party II refused to make the balance payment, the Party I union vide their letter dated 25-10-2017 raised the demand before the Party II management and since there was no response, the Party I union vide their letter dated 8-12-2017 raised an industrial dispute before the Assistant Labour Commissioner, Ponda for intervention. The Assistant Labour Commissioner, Ponda vide his notice dated 11-12-2017 called both the parties on 20-12-2017. The Party II vide their letter dated 19-1-2018 filed their written statement. The employer was adamant as they want to crush the union and also the past practice of signing the periodical settlements. The Party II was bent upon the workers and the union to agree for new terms of yearly increase on performance and withdrawal of Variable Dearness Allowance system and because the workers refused to adhere to the demands of the management, the Party II started pressuring the workers and hence intentionally refused to pay the balance bonus as per the new amendment of Payment of Bonus Act, 1965. Due to adamant attitude of the management, the dispute was ended in failure and that on receipt of the failure report dated 17-9-2018, the appropriate Government referred the said dispute to the Hon'ble Tribunal for adjudication.

5. In the Written statement, the Party II has stated that pursuant to the scheme of amalgamation sanctioned by the Hon'ble High Court of Delhi by its order dated 30-5-1997, Crosland Research Laboratories Ltd. was amalgamated with Ranbaxy Laboratories Ltd. and subsequently, Ranbaxy Laboratories Ltd. has amalgamated into Sun Pharmaceutical Industries Limited. It is their case that as per Payment of Bonus Act, the bonus ceiling is now raised to Rs. 21,000/- and the calculation ceiling has been revised to Rs. 7,000/- per month "or the minimum wage for the scheduled employment, as fixed by the appropriate Government" (whichever is higher). The amended provision is intended to deal with two classes of employees, those who are paid minimum wages which is bare minimum subsistence wage, and the employees who are paid higher than the minimum wage consequent to wage settlements or otherwise. The provisions of Minimum Wages Act or the Notification in relation to the payment of minimum wages do not apply to the Party I workmen who are paid higher than the minimum wage. The amendment was intended to protect

those class of employees who are drawing bare subsistence wage and not those who are drawing a wage which can be treated as fair wage and for the purpose of calculation of bonus, the payment to the employees who are not covered by the minimum wage notification, will be circumscribed or limited by the ceiling of Rs. 7,000/-. The salaries drawn by the workmen based on various settlements is higher than the minimum wage referred to in the notification for the respective categories of workmen. The Party I workmen who draws salary or wages above Rs. 7,000/- per month shall be deemed to draw Rs. 7,000/- only for the purpose of calculation of bonus and therefore to calculate maximum bonus payable as per amended Bonus Act shall be @20% i.e. Rs. 7,000/- x 12 x 20% = Rs. 16,800/- and that the workmen are not entitled to any relief and as such the reference may be rejected.

6. In the rejoinder at Exh. 9, the Party I has denied the case set up by the Party II in the written statement.

7. Issues which came to be framed at Exhibit 11 are as follows:

- (1) Whether the Party I proves that the demand for bonus as per the provisions of the Payment of Bonus Act, 1965 (Central Act No. 21 of 1965), as amended by the Payment of Bonus (Amendment) Act, 2015 (Central Act No. 6 of 2016), to all the employees for the accounting year 2016-17 is justified?
- (2) What Relief? What Award?

8. In the course of evidence, the Party I examined Shri Suryakant Naik as their witness and produced on record a copy of letter dated 25-10-2017 addressed to the Party II at Exh. 15, a copy of letter of intervention dated 8-12-2017 addressed to ALC, Ponda at Exh. 16, a copy of reply dated 19-1-2019 by Party II at Exh. 17, a copy of reply dated 16-2-2018 by Party I at Exh. 18, a copy of minutes of the conciliation proceedings dated 3-8-2018 at Exh. 19, a copy of report of failure dated 17-9-2018 at Exh. 20, a copy of Notification dated 24-5-2016 at Exh. 21 and a copy of the Gazette of India regarding Payment of Bonus (Amendment) Act, 2015 dated 1-1-2016 at Exh. 22. In the cross examination, the Party II produced through him a copy of wage settlement dated 16-1-2015 at Exh. 23, a copy of Charter of demands dated 28-10-2017 at Exh. 24. On the other hand, the Party II examined Shri Timoteo Marwin Carvalho as their witness and produced on record a copy of Memorandum of Settlement dated 16-1-2015 at Exh. 27, a copy of

Minutes of meeting dated 19-1-2018 at Exh. 28, a copy of rejoinder dated 12-7-2018 at Exh. 29, a copy of reply to the rejoinder dated 3-8-2018 at Exh. 30 and a copy of resolution dated 26-7-2019 at Exh. 31. In the cross examination, the Party I produced through him a copy of a list showing the names of Workmen along with Grade, Department, Basic, VDA, FDA and total at Exh. 32, a copy of list showing names of employees, Grade, Department, Basic, HRA, Edu. Allowance, Special Allowance, VDA, FDA, Prod. Allowance, Medical Allowance, Production Link Allowance and total at Exh. 33, copies of list of workmen along with 43 pay slips at Exh. 34 colly and copy of settlement dated 15-11-2011 at Exh. 35.

9. Heard arguments. Notes of written arguments came to be placed on record by the Party I as well as Party II.

10. My answers to the above issues are as follows:

Issue No. 1 ... In the Affirmative.

Issue No. 2 ... As per final order.

REASONS

Issue No. 1:

11. Learned Advocate Shri S. P. Gaonkar for the Party I has submitted that the only question to be answered by the Tribunal is whether bonus for the accounting year 2016-17 is to be paid on the ceiling of Rs. 7000/- or on the Notification of minimum wages, as provided under the amended Section 12 of the Payment of Bonus Act, 1965 and that the Party II is bound to pay bonus upon the minimum wages as notified for pharmaceutical industry by Notification dated 23-5-2016. He further submitted that before 2015 amendment, Section 12 which was dealing with calculation of bonus provided for a flat ceiling of Rs. 3500/- for all employees and after the amendment, Section 12 has been modified which now provides for calculation of bonus to those employees whose salary either exceeds Rs. 7000/- or exceeds the notified minimum wage, whichever is higher. He further submitted that the Party II has paid 20% bonus for the year 2016-17 in October, 2017 and has applied the ceiling of Rs. 7000/- thereby paying Rs. 16,800/- to each worker, instead of Rs. 26,395/- for the skilled category as per the amended notification of Payment of Bonus Act and therefore they are entitled for additional bonus.

12. Per contra, Ld. Adv. Shri G. K. Sardesai for the Party II has submitted the Memorandum of settlement at Exh. 27 signed by the parties in the matter of Charter of demands dated 16-1-2015 provides the terms and conditions relating to bonus

in clauses 13 and 15. The amended provision deals with two classes of employees, those who are paid minimum wages which is bare minimum subsistence wage and the employees who are paid higher than the minimum wages consequent to wage settlement or otherwise. The provisions of Minimum Wages Act or the Notification in relation to the payment of minimum wages does not apply to the Party I workman who are admittedly paid higher than the minimum wages. The amendment was intended to protect those class of employees who are drawing bare subsistence allowance and not those who are drawing wage which cannot be treated as fair wage and for the calculation of bonus, the payment to the employees who are not covered by the minimum wage notification, will be circumscribed or limited by the ceiling of Rs. 7000/-. The workmen were paid monthly salary and not wages. The salary once decided in the beginning remained fixed till the next increment, whereas in wage payment there is a wage rate that keep on changing and an individual is paid on the basis of prevailing wage rate and therefore, it is clear that the Party I workmen are paid monthly salary and not wage and hence they are not entitled to claim bonus under the said Notification as it is not applicable to them and in support thereof, he relied upon the case of **Utkal Contractors and Joinery Pvt. Ltd. Vs. State of Orissa, 1987 (3) SCC 279.**

13. In fine, the only question to be determined is whether bonus for the accounting year 2016-17 is to be paid on the ceiling of Rs. 7000/- or on the minimum wage as applicable, as provided under the amended Section 12 of Payment of Bonus Act, 1965.

14. Section 12 Payment of Bonus (amended) Act, 1965 reads as follows:

12. Calculation of bonus with respect to certain employees.— where the salary or wage of an employee exceeds [seven thousand rupees or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher] per mensem, the bonus payable to such employee under Section 10 or, as the case may be, under Section 11, shall be calculated as if his salary or wage were [seven thousand rupees or the minimum wage for the scheduled employment, as fixed by the appropriate Government, whichever is higher] per mensem.

Explanation.— for the purpose of this Section, the expression “scheduled employment” shall have the same meaning as assigned to it in clause (g) of Section 2 of the Minimum Wages Act, 1948.

15. There cannot be dispute that prior to 2015 amendment, Section 12 which deals with the calculation of bonus provided for a flat ceiling of Rs. 3500/- for all employees, however by the present amendment, Section 12 provides for calculation of bonus with respect to certain employees and this employees are the one whose salary either exceeds Rs. 7000/- or exceeds the notified minimum wage, whichever is higher and the employer has to calculate bonus for such employees either on Rs. 7000/- or notified minimum wage. The witness, Shri Suryakant Naik examined by Party I workmen has claimed that the management paid the 20% bonus for the year 2016-17 in October, 2017, however while paying the bonus, the Party II applied the ceiling of Rs. 7000/- and paid Rs. 16,800/- to all the workers after which they requested the management to pay additional bonus as per minimum wages of skilled categories but they refused. The said fact has not been refuted by the company. He also stated that as per the amended notification, the Party I workmen are entitled for Rs. 26,395/- for the skilled category and therefore they are entitled for addition bonus of Rs. 9595/- per head for the said year. He, however admitted in the cross that the settlement is applicable to the employees of the company who are parties to the reference from 1-7-2014 and that as per the settlement, VDA is paid more than what is provided under Minimum Wages Act. The witness examined by the Party II viz. Timoteo Carvalho has stated that the workmen who draws salary or wages above Rs. 7000/- per month shall be deemed to draw Rs. 7000/- for the purpose of calculation of bonus and therefore 20% on Rs. 7000/- for 12 months works out to Rs. 16,800/- and that minimum wages notification is not applicable for those employees who are paid higher than the minimum wages. However, in the cross examination, he admitted that as per the list showing names of the workmen alongwith grades, department, basic, VDA, FDA at Exh. 32, the salary of none of the workmen is above Rs. 21,000/- per month and that they are not paying any allowance other than the allowances referred in Exh. 33 and the skilled allowance are paid as per the last settlement and are included in production allowance.

16. Be that as it may, there is no dispute that the Party I workmen are entitled for bonus as their salary is not more than Rs. 21,000/- per month. The only dispute is whether the calculation done by the management is in terms of law or whether the workmen are entitled for bonus on the minimum wages fixed for skilled category. Section 12 of the amended Act clearly provides that while

calculating bonus the employer has to assume that the salary of the employee is either Rs. 7000/- or minimum wages as per Notification, whichever is higher. It is thus clear that while calculating bonus, the employer has to calculate the salary of the employee as Rs. 7000/- or as per minimum wage, whichever is higher. There cannot be any quarrel that as per the Notification at Exh. 31, the minimum wage for the skilled workers is Rs. 423/- and if one attempts calculation, it would be Rs. 26,395/- ($423 \times 26 \times 12 \times 20\%$) which means that an amount of Rs. 9595/- is balance bonus due for the said year, which the Party I are rightly claiming.

17. It is well settled principle of statutory interpretation that the words have to be first understood in their natural, ordinary or popular sense and the natural and the ordinary meaning of words should not be departed unless shown that the context in which the words are used required a different meaning. In the case of **Kanai Lal Sur vs. Paramnidhi Sadhukhan, AIR 1957 SC 907**, the Apex Court has held that the cardinal rule of construction of statutes is to read the statutes literally, that is by giving to the words their ordinary, natural and grammatical meaning. If however, such a reading leads to absurdity and the words are susceptible of another meaning, the Court may adopt of the same, but if no such alternate construction is possible, the Court must adopt the ordinary rule of literal interpretation. In the present case, the literal construction leads to no apparent absurdity and therefore, there can be no compelling reason for departing from that golden rule of construction. Similarly, in the case of **Mahadeolal Kanodia vs. Administrator General West Bengal, AIR 1960 SC 936**, the Apex Court has held that the intention of legislature has always to be gathered by words used by it, giving to the words their plain, normal and grammatical meaning.

18. It is therefore, while calculating the bonus, the employer has to take the higher figure of the two i.e. either Rs. 7000/- or the notified minimum wage, whichever is higher. There is no dispute that the minimum wage has been increased to Rs. 7000/- in the year 2016. The Party II is a pharmaceutical industry which is a scheduled industry and since the minimum wage is more than Rs. 7000/- per month for the purpose of calculation under Section 12, it is always the minimum wage that will have to be taken for the purpose of calculating the bonus. The statement and objects and reasons appended to the Payment of Bonus (Amendment) Act, 2015 also show the reason why said amendment has been made. There is no

dispute that only the employees getting salary upto Rs. 21,000/- are covered under Payment of Bonus Act and the said definition makes no difference between the person getting salary less than the notified minimum wage, equivalent to notified minimum wage or greater than notified minimum wage and therefore to restrict the calculation under Section 12 and differentiate between the employees being paid more than the minimum wage would be creating a distinction that was never intended by the legislature. If the contention of Ld. Adv. Shri G. K. Sardesai is accepted, it would result in absurd, inconvenient and unjust consequences to the workmen incongruous to Section 12 of Payment of Bonus (Amendment) Act which is never intended by the Parliament. It therefore can be safely said that the demand for bonus as per the provision of the Bonus Act, 1965 as amended by the Payment of Bonus (Amendment) Act, 2015 to all the employees of the Party II for the accounting year 2016-17 is justified.

19. Ld. Adv. Shri Sardesai has further submitted that Hon'ble High Court of Kerala in the matter of **M/s. United Breweries Ltd. vs. Union of India in W. P. No. 28351/2016** granted an interim stay with respect to retrospectively and also with regard to the payment to be determined on the basis of salary taken based on minimum wages. He further submitted that in the case of **Kusum Ingots & Alloys Ltd. vs. Union of India, 2004 (6) SCC 254**, the Apex Court has observed that the court must have the requisite territorial jurisdiction. An order passed on a writ petition questioning the constitutionality of a Parliamentary Act, whether interim or final keeping in view the provisions contained in clause 2 of Article 226 of the Constitution of India, will have effect throughout the territory of India subject of course to the applicability of the Act. It is therefore the reference be stayed or it may be disposed of as if the bonus is payable to all the employees for the accounting year 2016-17 on the ceiling of Rs. 7000/-.

20. Per contra, Ld. Adv. Shri S. P. Gaonkar for the Party I has submitted and rightly so that the Payment of Bonus (Amendment) Act, 2015 was retrospectively made from 1-4-2014 and this aspect of retrospectivity was challenged by various employers, however the present reference relates to the year 2016-17 and has nothing to do with retrospective application of new amendment. There is no dispute that most of the High Courts

including the High Court of Kerala have stayed only the 'retrospectivity' part of the amendment and not any other provision. The Hon'ble High Court of Kerala in the case of **M/s. United Breweries Ltd.**, supra has clearly stated that the grievance is confined to the retrospectivity. The Hon'ble High Court has not stayed the amendment per se and has restricted to the retrospectivity aspect only. Ld. Adv. Gaonkar has produced on record a copy of the Writ Petition No. 154/2015 between Tech Mahindra vs. Union of India, in which Hon'ble High Court of Bombay vide order dated 13-6-2016 has only stayed the retrospective part of the amendment and not the amendment per se. The order of reference at hand relates to the accounting year 2016-17 and therefore the stay granted by Kerala High Court have no application to it. Hence, the above issue is answered in the affirmative.

Issue No. 2:

21. Admittedly, Party I has proved that they are entitled for the bonus in terms of Payment of Bonus (Amendment) Act, 2015 and therefore, the Party I are entitled for amount of Rs. 9595/- (Rupees nine thousand five hundred and ninety five only) per workmen towards the balance bonus due for the accounting year 2016-17. It is therefore the above issue is answered accordingly.

22. In the result, I pass the following:

ORDER

- (i) It is hereby held that the demand of the Ranbaxy Workers Union to pay bonus as per the provisions of the Payment of Bonus Act, 1965 (Central Act No. 21 of 1965), as amended by the Payment of Bonus (Amendment) Act, 2015 (Central Act No. 6 of 2016), to all the employees for the accounting year 2016-17 is justified.
- (ii) Consequently, the Party II is directed to pay an amount of Rs. 9595/- (Rupees Nine thousand five hundred and ninety five only) per workmen towards the balance bonus due for the accounting year 2016-17.
- (iii) Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/757

The following award passed by the Labour Court-II, at Panaji-Goa on 18-10-2019 in case No. Ref. LC-II/IT/07/2016 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Kuldeep Ulhas Arolkar, Under Secretary (Labour)
(Link).

Porvorim, 21st November, 2019.

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IN THE LABOUR COURT-II

GOVERNMENT OF GOA
AT PANAJI

**(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)**

Case No. Ref. LC-II/IT/07/2016

Ms. Shamli Naik,
IBM Colony, C-14,
Opp. old RTO office,
Arlem, Margao- Goa. ... Workperson/Party-I
V/s

M/s. Green Earth
Translogistics Pvt. Ltd.,
M.G. Road,
Panaji-Goa. ... Employer/Party-II

Workperson/Party-I represented by Shri Subhash
Naik George.

Employer/Party-II represented by Adv. Shri P.
Chawdikar.

Panaji, Dated: 18-10-2019

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 31-03-2016, bearing No. 28/7/2016-Lab/225 referred the following dispute for adjudication to this Labour Court-II of Goa at Panaji-Goa.

“(1) Whether the action of the management of M/s. Green Earth Translogistics Private Limited, Panaji, Goa, in terminating the services of Ms. Shamli V. Naik, Travel Hostess, with effect from 03-01-2015, is legal and justified?”

(2) If not, what relief the Workperson is entitled to?”

2. On receipt of the reference, a case was registered under case No. LC-II/IT/07/2016 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed her Statement of Claim on 16-09-2016 at Exb. 7. The facts of the case, in brief, as pleaded by the Workperson are that the Employer/Party II (for short, 'the Employer') is a contractor employed by Goa Tourism Development Corporation to run women taxi services in the State of Goa. She stated that the head office of the Employer is at Mumbai. She stated that she was a Travel Hostess employed by the Goa Tourism Development Corporation (GTDC) and the Employer to operate women taxi services introduced by Goa Tourism Development Corporation in Goa. She stated that she was a women taxi driver of one of the taxis introduced by the Employer in the State of Goa alongwith several other women taxi drivers employed by the Employer. She stated that during her training period, she was paid stipend of Rs. 6000/- p.m. and thereafter, the women taxi drivers were entitled for salary of Rs. 15000/- p.m., if they are non-graduate and Rs. 17,000/- p.m., if they were graduate.

3. She stated that she was given an employment offer dated 23-06-2014 by the Employer appointing her as 'Travel Hostess' for its Goa taxi project. She stated that she accepted the offer given by the Employer alongwith wage offer of Rs. 6000/- p.m. She stated that she was given a confirmation letter as Travel Hostess w.e.f. 01-10-2014, by their letter dated 01-10-2014. She stated that, by the said confirmation letter, she was offered basic salary of Rs. 8000/- p.m., HRA of Rs. 3200/- p.m., conveyance allowance of Rs. 800/- p.m., education allowance of Rs. 200/- p.m., supplementary allowance of Rs. 2920/- p.m., medical allowance of Rs. 1250/- p.m. besides other benefits mentioned in the said appointment letter. She stated that she was also issued identity card by GTDC Ltd. under heading Women Taxi Services.

4. She stated that on 03-01-2015, she was issued a termination letter alleging that due to extreme misconduct, violent behaviour with the staff and management, trying to damage company property, using abusive language and gestures in the office, her services have been terminated with immediate effect from 03-01-2015. She stated that the said letter further alleged that she should handover vehicle key, sim card, uniform, identity card etc. to

the Employer or else they would take legal action. She stated that she handed over a car key and sim card to the Employer and got the same acknowledged.

5. Aggrieved by the action of the Employer in illegally terminating her services, the Workperson raised an industrial dispute, vide her letter dated 07-04-2015 to the Employer as well as GTDC Ltd. demanding reinstatement in service with full back wages and continuity in service which ended in failure. She submitted that no memo, show-cause notice or charge-sheet was issued to her seeking explanation before termination of her services. She submitted that no enquiry was held in accordance with the principles of natural justice to prove the allegation levelled in the termination letter dated 03-01-2015. She submitted that the termination of her services vide letter dated 03-01-2015 was totally in violation of the principles of natural justice and hence, it is illegal and unjustified. She stated that since the date of termination of her services, she is unemployed and trying hard to find employment. The Workperson therefore prayed that she be reinstated in service with full back wages and continuity in service with cost.

6. The Employer resisted the claim of the Workperson by filing its written statement dated 07-01-2017 at Exb. 08. The Employer, as and by way of its preliminary objections, submitted that the present claim of the Workperson is not an 'industrial dispute' as defined u/s 2 (k) of the I.D. Act, 1947, that the Workperson was employed as a "Trainee Travel Hostess" with them and was paid stipend as per employment offer dated 23-06-2014 and as such she is not a 'workman' as defined u/s. 2 (s) of the I.D. Act, 1947, and that they have terminated the services of the Workperson within the said probation vide termination letter dated 03-01-2015 on account of reasons mentioned therein and that there is non-application of mind by the Appropriate Government while referring the present dispute.

7. The Employer stated that the GTDC had floated women taxi tender on 05-02-2014 for the first time and before that it was only discussion taken place. The Employer stated that GTDC did not employ any taxi drivers. However, the Employer, which was already working in the field of commercial driver training programs on pan India basis, had employed the women taxi drivers and was training them as they had an intention to start a women driving school in Goa as well as women taxi service in the State to provide a safe and secure taxi service in Goa as well as job guarantee to all

the women who would get trained in skillful driving. The Employer stated that they approached the village Panchayats during relevant time and various offer letters were issued to Panchayats for encouraging the women of their area for driving jobs. The Employer stated that later on GTDC floated the women taxi project tender, they decided to participate in the tender as it was felt that instead of starting a totally private taxi project in Goa. The Employer stated that they felt it more sensible to get associated with the Government of Goa to run the project under GTDC umbrella. The Employer admitted that during the training, women drivers were entitled for a stipend of Rs. 6000/- p.m. The Employer stated that the stipend was introduced only to keep the said women associated with them, and that they were not required to do any job at that time. The Employer stated that they were being called for meetings once or twice in a month where they were given equal opportunities to participate in the infrastructural requirements and plan the women driving school as well as women taxi project and they were offered food and beverages in the meetings. The Employer stated that the stipend and salary mentioned in the offer letters had nothing to do with GTDC Women taxi service till such time as they themselves had no clue that it would win the women taxi project tender and the offer was therefore solely for the private women taxi project plan. The Employer stated that they got the tender as per official order and Letter Of Intent (LOI) was issued to Workperson in order to run the services where GTDC allowed them to park the vehicles at their property in order to get regular business. The Employer stated that they issued a letter dated 04-01-2014 to Majorda Panchayat seeking their support. The Employer stated that the said letter was issued when they were planning to start its own project in the State of Goa. The Employer stated that by October, 2014 they had won the tender and was already the contractor of the project. The Employer stated that the GTDC was supporting the project through media and publicity for the safety and security of the existing drivers and also to encourage more and more women to participate in the project to create women employment and women empowerment in the State.

8. The Employer admitted that they had given offer letter to the Workperson for its private taxi project. The Employer stated that though the Workperson possessed a driving license, she had refused to give driving test when they had put her name for the skilled driving certificate under ASDC (Automotive Skills Development Council). The

Employer stated that, it was revealed that the Workperson had accepted the offer letter on fake and fraudulent grounds that she knew driving, whereas, after getting stipend for so many months, they revealed that she did not know driving at all. The Employer stated that, inspite of the said facts, they had given her very nice treatment as their employee and had decided to train her for the driving. The Employer stated that they encouraged the Workperson and appointed trained drivers to train her for the four wheeler driving. The Employer stated that the Workperson was also referred to National Driving School, but she refused to take classes. The Employer stated that the Workperson was trained by various women drivers from the existing team on their car for various hours. The Employer stated that the Workperson was told that she would remain on training for as long as their technical team does not find her fit enough to take passengers, but would continue to get the stipend money. The Employer stated that the Workperson was never issued employment letter at any point of time by them. The Employer stated that the Workperson started creating problems in the meetings every now and then. The Employer stated that, in the meeting held on 3-1-2015, their business head Ms. Manisha Banerjee was addressing the team, the Workperson had some disagreements and started shouting, her behavior was completely arrogant. The Employer stated that when the Workperson was asked to keep cool by everyone present in the meeting, she realized that the whole team was not giving any importance to her point of view and started shouting and having heated arguments with everyone. The Employer stated that the Workperson further became violent and took out the sunglasses of her friend Ms. Whitney from her shirt and threw it on the floor. The Employer stated that thereafter, she started throwing almost everything in the room such as glasses and pushed the chair to Ms. Manisha Banerjee. The Employer stated that as the Workperson who was howling in the workplace, she was asked to leave the office quietly by Ms. Manisha Banerjee. The Employer stated that the Workperson refused to leave as instructed and at that time, her friend Ms. Whitney forcefully took her out of the room. The Employer stated that the meeting therefore, could not proceed further and had to be adjourned on account of such arrogant and uncalled attitude of the Workperson. The Employer stated that, thereafter, Ms. Manisha Banerjee tried contacting her over the phone several times, but, neither the Workperson, nor Ms. Whitney received the call. The Employer stated

that as the hospitality industry demands etiquettes and patience to deal with every guests, the Workperson's behaviour was alarming for everyone. The Employer stated that Ms. Manisha Banerjee reported the matter to her immediate superior Mr. Yogesh Ambe and together, they formed a consensus that the Workperson's bad behavior should not be taken lightly as this would set a wrong precedent for other women drivers. The Employer stated that Ms. Manisha was advised by her seniors to send her an email at night in which the Workperson was told that she was terminated from services, hoping that the Workperson would realize her mistake and would surely come back with an apology letter. The Employer stated that it was surprising to note that on the next day morning, Ms. Whitney called Manisha Banerjee and threatened her that she had not done the right thing by terminating the services of the Workperson and that she would have to bear the consequences, if the Workperson was not taken back in service. The Employer stated that Ms. Whitney threatened that she would teach Ms. Manisha a lesson and thereafter, in the evening, Ms. Whitney and Ms. Rita came to the office while the Workperson waited outside. The Employer stated that Ms. Whitney once again threatened Ms. Manisha that her career would be ruined with the Employer, if she would not reinstate the Workperson back in services of the Employer. The Employer stated that, thereafter, Ms. Manisha again called her senior Mr. Yogesh Ambe and called him for the final meeting with the Workperson, Ms. Whitney and Ms. Rita. The Employer stated that Mr. Yogesh Ambe came from Mumbai for the meeting and spoke with all three of them as well as other travel hostesses. The Employer stated that, when Mr. Yogesh in the process of explaining them, Ms. Whitney in between intervened and threatened Mr. Yogesh of dire consequences and informed him that the Employer would have to face the consequences if the Workperson was not taken back. The Employer stated that from the next day, Ms. Whitney and Ms. Rita did not report for their duty.

9. The Employer stated that in the evening these three girls went to Mr. Cabral, the Chairman of GTDC asking for reinstatement of the Workperson. The Employer stated that Mr. Cabral asked them to give him two to three days' time in which he would understand what had happened and would try to resolve the issue amicably between them. The Employer stated that Mr. Cabral called Ms. Manisha and Mr. Yogesh for the meeting on the very next day and he also called a meeting of other women

drivers in the evening in which he understood exactly what had happened. The Employer stated that the Workperson and Ms. Rita did not receive the phone call from the office, neither reported to work for several days. The Employer stated that subsequently for the safety and security purpose, Ms. Manish and Mr. Vasudev were asked by them to remove the taxi issued to Ms. Whitney, Ms. Rita and the Workperson and parked them in a safe place. The Employer stated that Ms. Whitney and Ms. Rita were also asked to leave as they were not reporting to work and were busy putting fake allegations on them and GTDC in media. The Employer stated that the Workperson, Ms. Rita and Ms. Whitney kept on giving wrong statements and kept on defaming them and GTDC in the newspaper and news channels. The Employer stated that Mr. Yogesh Ambe and Ms. Manisha started getting threatening calls from different and NGO's and were continuously pressurized by unknown people to reinstate the Workperson otherwise they would have to bear the consequences. The Employer stated that Mr. Yogesh and Mr. Manisha reported this to GTDC, but the higher Government officials discouraged the Employer to take any harsh steps against the girls as this would have been ruined their career. The Employer stated that the GTDC officials anticipated that the girls such statements were nothing, but a misguidance they must have received from their friends and would soon fade away. The Employer stated that one day one NGO worker, Ms. Swati Kerkar reached their office in Panaji and forcefully entered the office and threatened Ms. Manisha that if she would not arrange for the compensation funds, she would be taught a lesson by their union. The Employer stated that on the other hand, Ms. Manisha started receiving registered letters at their address from the Workperson Ms. Whitney and Ms. Rita requesting for reinstatement. The Employer stated that subsequently on the advice of GTDC, its higher officials decided to call all three girls in GTDC and in front of them a full and final settlement was done by which these girls were paid all their pending dues after adjusting trip collections amounts which they owed to them in full and final settlements of all their claims. The Employer stated that while accepting the settlement cheques, they signed their acknowledgment that upon encashment of settlement cheques, they would have no further claims/demands/disputes or grievances of whatsoever nature (including reinstatement in services) from them. The Employer stated that all of them encashed their cheques and as such, their matter was conclusively settled with the intervention of GTDC. The Employer stated that

after few days, they received a notice from Asstt. Labour Commissioner of the dispute raised by the Workperson, which ended in failure. The Employer denied the claim of the Workperson as pleaded in her statement of claim. The Employer stated that the Workperson is gainfully employed immediately after termination of her services and as such she is not entitled to any relief. The Employer therefore prayed for dismissal of the present reference.

10. Thereafter, the Workperson filed her re-joinder on 23-03-2017 at Exb. 9. The Workperson, by way of her Re-joinder, confirms and reiterates all the submissions and averments made by her in her claim statement to be true and correct and denies all the statements and averments made by the Employer in its Written Statement, which are contrary to the statements and averments made by her.

11. Based on the pleadings filed by the respective parties, this court framed the following issues on 29-12-2017 at Exb. 12.

1. Whether the Workman/Party-I proves that she is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947?
2. Whether the Workman/Party-I proves that the action of the Employer/Party II in terminating her services w.e.f. 03-01-2015 is illegal and unjustified?
3. Whether the Party II proves that the present dispute raised by Party I is not maintainable in view of the reasons stated in para 1(a), 1(c) and 1(d) of the written statement?
4. Whether the Workman/Party-I is entitled to any relief?
5. What Award?

12. After framing the issues the Workperson filed her affidavit in evidence. She was cross-examined partly by Ld. Adv. Shri P. Chawdikar appearing for the Employer. It is at this stage, on 17-10-2019, Ld. Rep. Shri Subhash Naik Jeorge along with Workperson remained present. The Employer was represented by Adv. Shri P. Chawdikar and submitted that the parties have settled their dispute amicably and filed consent terms which are on record at Exb. 13 and therefore, a consent award be passed. The terms of settlement appearing in Exb. 13 are reproduced hereunder:

1. That the Party No. 1 and the Party No. II have agreed to settle the present dispute/reference before the Labour Court II bearing No. IT/07/2016 for a composite amount of Rs. 75,000/- (Rupees Seventy five thousand only).

2. The Party No. II herein has been paid a sum of Rs. 75,000/- (Rupees Seventy five thousand only) in full and final settlement of the entire claim in the reference before the Labour Court II bearing No. IT/07/2016 vide cheque bearing No. 000270 dated 17-10-2019 drawn on HDFC Bank, Vasco-da-Gama Branch.
3. The Party No. I herein declare that her claim in the present dispute/reference before the Labour Court II bearing No. IT/07/2016 is conclusively settled.
4. In view of the above, Party No. I and the Party No. II requests this Hon'ble Court to treat the present dispute/reference before the Labour Court II bearing No. IT/07/2016 as conclusively settled and both the parties are having no claim of whatsoever nature against each other, other than the amount payable of Rs. 75,000/- (Rupees Seventy five thousand only) by the Party No. II as per the above consent terms.

I have carefully perused the said terms of settlement at Exb.13 signed by and between the parties hereinabove. The said terms of settlement are beneficial to both the parties. Hence, I consented for the same. Since the dispute under reference is settled between the parties, I hold that the dispute under present reference does not survive.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the management of M/s. Green Earth Translogistics Private Limited, Panaji, Goa, in terminating the services of Ms. Shamli Naik, Travel Hostess, with effect from 03-01-2015, is legal and justified, does not survive.
2. The Workperson, Ms. Shamli Naik, is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

Notification

No. 28/2/2019-LAB/756

The following award passed by the Labour Court-II, at Panaji-Goa on 18-10-2019 in Case No. Ref. LC-II/IT/06/2016 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Kuldeep Ulhas Arolkar, Under Secretary (Labour)
(Link).

Porvorim, 21st November, 2019.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

(Before **Shri Suresh N. Narulkar**, Hon'ble
Presiding Officer)

Case No. Ref. LC-II/IT/06/2016

Ms. Whitney Fernandes,
R/o. H. No. 287, Ultimate Parte,
Calata, Majorda,
Salcete-Goa. ... Workperson/Party-I
V/s

M/s. Green Earth Translogistics
Pvt. Ltd.,
M.G. Road,
Panaji-Goa. ... Employer/Party-II

Workperson/Party-I represented by Shri Subhash
Naik George.

Employer/Party-II represented by Adv. Shri P.
Chawdikar.

Panaji, Dated: 18-10-2019

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 31-03-2016, bearing No. 28/8/2016-Lab/234 referred the following dispute for adjudication to this Labour Court-II of Goa at Panaji-Goa.

“(1) *Whether the action of the management of M/s. Green Earth Translogistics Private Limited, Panaji, Goa, in terminating the services of Ms. Whitney Fernandes, Travel Hostess, with effect from 20-01-2015, is legal and justified?*

(2) *If not, what relief the Workperson is entitled to?*"

2. On receipt of the reference, a case was registered under No. LC-II/IT/16/2016 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short 'Workman'), filed her Statement of Claim on 29-09-2016 at Exb. 6. The facts of the case, in brief, as pleaded by the Workperson are that the Employer/Party II (for short, 'the Employer') is a contractor employed by Goa Tourism Development Corporation (GTDC) to run women taxi services in the State of Goa. She stated that the head office of the Employer is at Mumbai. She stated that she was a Travel Hostess employed by the Goa Tourism Development Corporation and the Employer to operate women taxi services introduced by Goa Tourism Development Corporation in Goa. She stated that she was a women taxi driver of one of the taxis introduced by the Employer in the State of Goa alongwith several other women taxi driver employed by the Employer. She stated that during her training period, she was paid stipend of Rs. 6000/- p.m. She stated that women taxi driver were entitled for salary of Rs. 15000/- p.m., if they are non-graduate and Rs. 17,000/- p.m., if they were graduate.

3. She stated that she was given an employment offer dated 06-01-2014 by the Employer appointing her as 'travel hostess' for its Goa taxi project. She stated that she accepted the offer given by the Employer alongwith wage offer of Rs. 6000/- p.m. She stated that she was given a confirmation letter as Travel Hostess w.e.f. 01-10-2014, by their letter dated 01-10-2014. She stated that by the said confirmation letter, she was offered basic salary of Rs. 8000/- p.m., HRA of Rs. 3200/- p.m., conveyance allowance of Rs. 800/- p.m., education allowance of Rs. 200/- p.m., supplementary allowance of Rs. 2920/- p.m., medical allowance of Rs. 1250/- p.m. besides other benefits mentioned in the said appointment letter. She stated that she was also issued identity card by GTDC Ltd. under heading Women Taxi Services.

4. She stated that on 08-01-2015, when she reported for work as usual, she did not find her taxi and that the Employer did not inform her as to what had happened and hence, she lodged a police complaint to Police Inspector, Colva Police Station, stating that her driving taxi was missing from Colva, when she reported for duty to drive the same. She stated that on 20-01-2015, she was issued a termination letter alleging that she had been

absent from work from 03-01-2015 without proper intimation to the Employer. She stated that in view of the continued uninformed absence from work, her services have been terminated with immediate effect. She stated that the said letter further alleged that she should handover vehicle key, sim card, uniform, identity card etc. to the Employer or else they would lodge a police complaint or take legal action. She stated that she handed over a car key and sim card to the Employer and got acknowledged the same on 18-02-2015.

5. Aggrieved by the action of the Employer in illegally terminating her services, the Workperson raised an industrial dispute vide her letter dated 07-04-2015 to the Employer as well as GTDC Ltd. demanding reinstatement in service with full back wages and continuity in service which ended in failure. She submitted that no memo, show-cause notice or charge-sheet was issued to her seeking explanation before termination of her services. She submitted that no enquiry was held in accordance with the principles of natural justice to prove the allegation levelled in the termination letter dated 20-01-2015. She submitted that the termination of her services, vide letter dated 20-01-2015 was totally in violation of the principles of natural justice and hence, it is illegal and unjustified. She stated that since the date of termination of her services, she is unemployed and trying hard to find employment. The Workperson therefore prayed that she be reinstated in service with full back wages and continuity in service with cost.

6. The Employer resisted the claim of the Workperson by filing its written statement dated 08-02-2017 at Exb. 07. The Employer, as and by way of its preliminary objections, submitted that the present claim of the Workperson is not an 'industrial dispute' as defined u/s 2 (k) of the I.D. Act, 1947, that the Workperson was employed as a 'Trainee Travel Hostess' with them and was paid stipend as per employment offer dated 06-02-2014 and as such she is not a 'workman' as defined u/s. 2 (s) of the I.D. Act, 1947, that they have terminated the services of the Workperson within the said probation vide termination letter dated 20-01-2015 on account of reasons mentioned therein and that there is non-application of mind by the Appropriate Government while referring the present dispute.

7. The Employer stated that the GTDC had floated women taxi tender on 05-02-2014 for the first time and before that it was only discussion taken place. The Employer stated that GTDC did not employ any taxi drivers. However, the Employer

which was already working in the field of commercial driver training programs on pan India basis, had employed the women taxi drivers and was training them as they had an intention to start a women driving school in Goa as well as women taxi service in the State to provide a safe and secure taxi service in Goa as well as job guarantee to all the women who would get trained in skillful driving. The Employer stated that they approached the village Panchayats during relevant time and various offer letters were issued to Panchayats for encouraging the women of their area for driving jobs. The Employer stated that later on, GTDC floated the women taxi project tender, they decided to participate in the tender as it was felt that instead of starting a totally private taxi project in Goa. The Employer stated that they felt it more sensible to get associated with the Government of Goa to run the project under GTDC umbrella. The Employer admitted that during the training, women drivers were entitled for a stipend of Rs. 6000/- p.m. The Employer stated that the stipend was introduced only to keep the said women associated with them, and that they were not required to do any job at that time. The Employer stated that they were being called for meetings once or twice in a month where they were given equal opportunities to participate in the infrastructural requirements and plan the women driving school as well as women taxi project and they were offered food and beverages in the meetings. The Employer stated that the stipend and salary mentioned in the offer letters had nothing to do with GTDC Women taxi service till such time as they themselves had no clue that it would win the women taxi project tender and the offer was therefore solely for the private women taxi project plan. The Employer stated that they got the tender as per official order and Letter Of Intent (LOI) was issued to Workperson in order to run the services where GTDC allowed them to park the vehicles at their property in order to get regular business. The Employer stated that they issued a letter dated 04-01-2014 to Majorda Panchayat seeing their support. The Employer stated that the said letter was issued when they were planning to start its own project in the State of Goa. The Employer stated that by October, 2014, they had won the tender and was already the contractor of the project. The Employer stated that the GTDC was supporting the project through media and publicity for the safety and security of the existing drivers and also to encourage more and more women to participate in the project to create women employment and women empowerment in the State.

8. The Employer admitted that they had given offer letter to the Workperson on 06-02-2014 for its private taxi project in which she was offered Rs. 1.56 as CTC turning into Rs. 10,000/- (approx.) in hand. The Employer admitted that the Workperson was issued an appointment letter on 01-10-2014, by which they had hiked her offered salary from Rs. 10,000/- to almost Rs. 15,000/- in hand which is not in addition to her offer in the offer letter but as a total remuneration amount. The Employer stated that the Workperson went to the media and started making fake and false allegations on them and published all negative and misleading statement in the newspapers with the help of some NGO's in the State. The Employer stated that the Workperson on her own abandoned the services and stopped reporting to work. The Employer stated that they, after observing her strange behaviour, decided to remove the vehicle which was assigned to the Workperson and parked it to a safe place. The Employer stated that the entire ownership and parking rights were always in their hands and that the Workperson had no right to lodge any police complaint against the missing vehicle without intimating them. The Employer stated that it was absolutely an unusual act as the responsibility of the vehicle was with their technical team and if the Workperson was not able to find her vehicle, she should have contacted the in-charge of the team if at all the vehicle was missing. The Employer stated that it was the prerogative and responsibility of its authorized representative to lodge the police complaint and not the Workperson, who was not at all authorized to file the complaint on behalf of them.

9. The Employer stated that they had some disciplinary issues relating to with Ms. Shamli. The Employer stated that next day morning the Workperson called Ms. Manisha Banerjee and threatened her that she had not done the right thing and that she would have to bear the consequences and that if Ms. Shamli was not taken back in service, the Workperson would teach Ms. Manisha Banerjee a lesson. The Employer stated that later Ms. Manisha Banerjee told the Workperson that the issue was with Ms. Shamli and not with her and as to why the Workperson was not coming to work, to that the Workperson kept on insisting to take back Ms. Shamli if management wanted the Workperson to get back to work. The Employer stated that the Workperson was advised by Ms. Manisha Banerjee to tender apology on what all happened and get back to work, but the Workperson refused her instructions

completely and was very adamant. The Employer stated that subsequently, that evening, the Workperson and Ms. Rita came to office while Ms. Shamli waited outside. The Employer stated that the Workperson threatened Ms. Manisha Banerjee that her career would be ruined with the Employer if she would not resolved issue with Ms. Shamli. The Employer stated that right after Ms. Shamli's incident, Ms. Manisha Banerjee reported the matter to her immediate senior, Mr. Yogesh Ambe. The Employer stated that Mr. Yogesh came from Mumbai for meeting and spoke with them as well as other travel hostesses. The Employer stated that the said Mr. Yogesh told Ms. Shamli that if she wanted to be reinstated back, she needed to give a written apology. The Employer stated that on this, the Workperson threatened Mr. Yogesh that he would not be able to take any written apology from Ms. Shamli and that they have to face the consequences if Ms. Shamli was not taken back. The Employer stated that the Workperson stopped reporting to duty from very next day and as such abandoned her duty on her own. The Employer stated that in the evening, the Workperson, Ms. Shamli and Rita Vaz went to Mr. Cabral, the Chairman of GTDC asking for reinstatement of Ms. Shamli. The Employer stated that Mr. Cabral asked them to give him two to three days' time in which he would understand what had happened and would try to resolve the issue amicably between them. The Employer stated that Mr. Cabral called Ms. Manisha and Mr. Yogesh for the meeting on the very next day and he also called a meeting of other women drivers in the evening in which he understood exactly what had happened. The Employer stated that the Workperson and Ms. Rita did not receive the phone call from the office, neither reported to work for several days. The Employer stated that subsequently for the safety and security purpose, Ms. Manish and Mr. Vasudev were asked by them to remove the taxi issued to Ms. Shamli, Ms. Rita and the Workperson and parked them in a safe place. The Employer stated that the Workperson and Ms. Rita were also asked to leave as they were not reporting to work and were busy putting fake allegations on them and GTDC in media. The Employer stated that the Workperson, Ms. Rita and Ms. Shamli kept on giving wrong statements and kept on defaming them and GTDC in the newspaper and news channels. The Employer stated that Mr. Yogesh Ambe and Ms. Manisha started getting threatening calls from different and NGO's and were continuously pressurized by unknown people to reinstate Ms. Shamli otherwise they would have

to bear the consequences. The Employer stated that one day one NGO worker, Ms. Swati Kerkar reached their office in Panaji and forcefully entered the office and threatened Ms. Manisha that if she would not arrange for the compensation funds, she would be taught a lesson by their union.

10. The Employer stated that as the Workperson was trying to tarnish the reputation of the women taxi project in press and media, was not reporting to work and was busy in putting fake complaints and allegations of as many people and incidents as possible about their staff, GTDC employees, authenticity of the tender, missing vehicle etc., they felt it necessary to officially take back the position and the vehicle from her. The Employer stated that Ms. Manisha was instructed by the top management to issue email to the Workperson to handover the vehicle keys and uniform in order to avoid any further problems. The Employer stated that subsequently on the advice of GTDC, its higher officials decided to call all three girls in GTDC and in front of them a full and final settlement was done by which these girls were paid all their pending dues after adjusting trip collections amounts which they owed to them in full and final settlements of all their claims. The Employer stated that while accepting the settlement cheques, they signed their acknowledgment that upon encashment of settlement cheques, they would have no further claims/demands/disputes or grievances of whatsoever nature (including reinstatement in services) from them. The Employer stated that after few days, they received a notice from Asstt. Labour Commissioner, which ended in failure. The Employer denied the claim of the Workperson as pleaded in her statement of claim. The Employer stated that the Workperson is gainfully employed immediately after termination of her services and as such she is not entitled to any relief. The Employer therefore prayed for dismissal of the present reference.

11. Thereafter, the Workperson filed her re-joinder on 23-03-2017 at Exb.8. The Workperson, by way of her Re-joinder, confirms and reiterates all the submissions and averments made by her in her claim statement to be true and correct and denies all the statements and averments made by the Employer in its Written Statement, which are contrary to the statements and averments made by her.

12. Based on the pleadings filed by the respective parties, this court framed the following issues on 29-12-2017 at Exb.11.

1. Whether the Workman/Party-I proves that she is a 'workman' within the meaning of Section 2 (s) of the I.D. Act, 1947?
2. Whether the Workman/Party-I proves that the action of the Employer/Party II in terminating her services w.e.f. 20-01-2015 is illegal and unjustified?
3. Whether the Party II proves that the present dispute raised by Party I is not maintainable in view of the reasons stated in para 1(a), 1(c) and 1(d) of the written statement?
4. Whether the Workman/Party-I is entitled to any relief?
5. What Award?

13. After framing the issues the Workperson filed her affidavit in evidence. She was cross-examined partly by Ld. Adv. Shri P. Chawdikar appearing for the Employer. It is at this stage, on 17-10-2019, Ld. Rep. Shri Subhash Naik Jeorge along with Workperson remained present. The Employer was represented by Adv. Shri P. Chawdikar and submitted that the parties have settled their dispute amicably and filed consent terms which are on record at Exb. 22 and therefore, a consent award be passed. The terms of settlement appearing in Exb. 22 are reproduced hereunder:

1. That the Party No. 1 and the Party No. II have agreed to settle the present dispute/ reference before the Labour Court II bearing No. IT/06/2016 for a composite amount of Rs. 75,000/- (Rupees Seventy five thousand only).
2. The Party No. II herein has been paid a sum of Rs. 75,000/- (Rupees Seventy five thousand only) in full and final settlement of the entire claim in the reference before the Labour Court II bearing No. IT/06/2016 vide cheque bearing No. 000271 dated 17-10-2019 drawn on HDFC Bank, Vasco-da-Gama Branch.
3. The Party No. I herein declare that her claim in the present dispute/reference before the Labour Court II bearing No. IT/06/2016 OS conclusively settled.
4. In view of the above, Party No. I and the Party No. II requests this Hon'ble Court to treat the present dispute/reference before the Labour Court II bearing No. IT/06/2016 as

conclusively settled and both the parties are having no claim of whatsoever nature against each other, other than the amount payable of Rs. 75,000/- (Rupees Seventy five thousand only) by the Party No. II as per the above consent terms.

I have carefully perused the said terms of settlement at Exb. 22 signed by and between the parties hereinabove. The said terms of settlement are beneficial to both the parties. Hence, I consented for the same. Since the dispute under reference is settled between the parties, I hold that the dispute under present reference does not survive.

In view of the above, I proceed to pass the following order:

ORDER

1. It is held that the action of the management of M/s. Green Earth Translogistics Private Limited, Panaji, Goa, in terminating the services of Ms. Whitney Fernandes, Travel Hostess, with effect from 20-01-2015, is legal and justified, does not survive.
2. The Workperson, Ms. Whitney Fernandes, is not entitled to any relief.
3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar)
Presiding Officer,
Labour Court-II.

Notification

No. 28/2/2019-LAB/Part-VI/755

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 17-10-2019 in reference No. IT/39/08 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Kuldeep Ulhas Arolkar, Under Secretary (Labour)
(Link).

Porvorim, 21st November, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURTGOVERNMENT OF GOA
AT PANAJI**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Ref. No. IT/39/08

Shri Anand Pandit,
Rep. by the President,
Goa Trade & Commercial
Workers Union,
Velho's Building, 2nd Floor,
Panaji-Goa. ... Workman/Party I
V/s

M/s. Lima Leitao & Co.
Pvt. Ltd.,
Lima Arcade, Block No. 1,
3rd Floor,
New Vaddem,
Vasco-da-Gama. ... Employer/Party II

Workman/Party I represented by Ld. Adv. Shri
Suhaas Naik.

Employer/Party II represented by Ld. Adv. Shri P.
Chawdikar.

AWARD

**(Delivered on this the 17th day of the month
of October, of the year 2019)**

By Order dated 4-11-2008, bearing No. 28/19/
/2007-LAB/1560, the Government of Goa in exercise
of powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to the Tribunal
for adjudication.

*"(1) Whether the action of the management of
M/s. Lima Leitao and Company Private
Limited, having workshop at Barazan,
Usgao, Goa and head office at 3rd Floor, Lima
Arcade, Block No. 1, New Vaddem, Vasco-da-
Gama, Goa, in terminating the services of
Shri Anand Pandit, Watchman, with effect
from 7-9-2007, is legal and justified?*

*(2) If not, what relief the workman is entitled
to?"*

2. Upon receipt of the reference, it was registered
as IT/39/08 and registered A/D notices were issued
to both the parties. Pursuant to service of notices,
the Party I filed a Claim Statement at Exhibit 6 and
Party II filed a Written Statement at Exhibit 9.

3. In short, the case of the Party I is that the
Party I workman was employed with the Party II as
a watchman in 1974 and has worked for more than

35 years continuously. The Party I workman was
suddenly terminated on 7-9-2007 claiming that his
services are no more required by Party II. The Party
I thereafter raised an industrial dispute through
his union and since the dispute was not resolved,
a failure was recorded by the Assistant Labour
Commissioner, Ponda. The termination of services
of Party I workman is illegal, unjust and bad in law.
The Party I is entitled for the reliefs claimed.

4. In the Written statement, the Party II has
claimed that the reference is bad in law and is not
maintainable. The services of the Party I were never
engaged by Party II as a full time watchman and
he was carrying out the work of watchman
voluntarily on some occasions by way of purely
goodwill gesture. The Party I is not entitled for any
reliefs.

5. In the rejoinder at Exhibit 14, Party I denied
the case of the Party II as stated in the written
statement.

6. Issues came to be framed at Exhibit 14A.

7. In the course of proceedings, the parties
arrived at an amicable settlement and filed consent
terms dated 14-10-2019 along with a copy of a
cheque at Exh. 29 colly towards full and final
settlement of the entire claim.

8. The consent terms are reproduced here-in-
below:

- (1) That the Party I and the Party II have agreed
to settle the present dispute/reference
before the Industrial Tribunal bearing
No. IT/39/2008 for a composite amount of
Rs. 1,20,000/- (Rupees one lakh twenty
thousand only)
- (2) The Party II herein has paid a sum of
Rs. 1,20,000/- (Rupees One lakh twenty
thousand only) in full and final settlement
of the entire claim in the reference
before the Industrial Tribunal bearing No.
IT/39/2008 vide cheque bearing No. 000703
dated 14-10-2019 drawn on HDFC Bank,
Vasco Branch.
- (3) The Party I herein declare that his claim in
the present dispute/reference before the
Industrial Tribunal bearing No. IT/39/2008
is conclusively settled.
- (4) In view of the above, Party I and Party II
request the Hon'ble Court to treat the
present dispute/reference before the
Industrial Tribunal bearing No. IT/39/2008
as conclusively settled and both the parties
are having no claim of whatsoever nature

against each other, other than the amount payable of Rs. 1,20,000/- (Rupees one lakh twenty thousand only) by the Party II as per the above consent terms.

9. The above consent terms are signed by the Party I workman, Shri Anand P. Pandit alongwith his Ld. Adv. Shri Suhaas Naik, so also Mrs. Nayantara M. de Lima Leitao, Director along with her Ld. Adv. Shri P. Chawdikar on behalf of Party II. I have gone through the consent terms filed as above, which in my view, are just and fair and in the interest of both the Workman/Party I as well as Employer/Party II and hence, the same are accepted.

10. In view of above, I pass the following:

ORDER

- i. The reference at the instance of Party I Workman, stands disposed of in view of the consent terms filed by both the parties at Exhibit 29 colly.
- ii. No order as to costs.
- iii. Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Inspectorate of Factories and Boilers

Notification

No. VI/FAC-3/(GOA/1676)Part/2019-IFB/3469

In exercise of the powers conferred by the proviso to Clause (b) of sub-section (1) of Section 66 of the Factories Act, 1948 (Central Act No. 63 of 1948) (hereinafter called the "said Act"), the Government of Goa hereby varies the limits laid down in said Clause (b) of sub-section (1) of Section 66 of the said Act in respect of employment of women in the production department of the factory, namely, M/s Schiffer and Menezes India Private Limited, L-28, Phase IIA, Verna Industrial Estate, Verna, Salcete-Goa, thereby authorising the employment of women in the said department between the hours of 7.00 p.m. and 10.00 p.m., for a period of two years with effect from the date of publication of this Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

Vivek P. Marathe, Chief Inspector & ex officio Joint Secretary (Factories & Boilers).

Panaji, 4th December, 2019.

Notification

No. VI/FAC-3/(GOA/994)Part/2017-IFB/3470

In exercise of the powers conferred by the proviso to Clause (b) of sub-section (1) of Section 66 of the Factories Act, 1948 (Central Act No. 63 of 1948) (hereinafter called the "said Act"), the Government of Goa hereby varies the limits laid down in said Clause (b) of sub-section (1) of Section 66 of the said Act in respect of employment of women in the production department of the factory, namely, M/s Schiffer and Menezes India Private Limited, L-26/L-27, Phase IIA, Verna Industrial Estate, Verna, Salcete-Goa, thereby authorising the employment of women in the said department between the hours of 7.00 p.m. and 10.00 p.m., for a period of two years with effect from the date of publication of this Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

Vivek P. Marathe, Chief Inspector & ex officio Joint Secretary (Factories & Boilers).

Panaji, 4th December, 2019.

Department of Law & Judiciary
Law (Establishment) Division

Order

No. LS/1077/93-Part II/2246

Read: Order No. LS/1077/93-Part II/1522 dated 14-08-2019.

Government of Goa is pleased to appoint Adv. Anuj Jain as a Standing Counsel for the State of Goa to appear and defend the interest of the State Government before the National Green Tribunal, New Delhi and Delhi High Court with immediate effect on the following terms and conditions:-

1. The allotment of cases before the National Green Tribunal, New Delhi and Delhi High Court for defending the interest of Government of Goa will be assigned to Advocate by the Hon'ble Chief Minister/Ld. Advocate General on a case to case basis.
2. The Standing Counsels has to keep the Ld. Advocate General of the State of Goa informed well in advance of the date of hearing of the matters and also seek his instructions from time to time.

3. The Standing Counsel shall be paid ₹ 5,500/- (Five thousand five hundred only) per effective appearance before the Hon'ble National Green Tribunal, New Delhi and Delhi High Court. He shall also be entitled to a fee of ₹ 1,000/- (Rupees one thousand only) for every drafting of Affidavit. In addition to this, he shall be entitled for reimbursement of an amount of ₹ 2,500/- (Maximum) (Rupees two thousand five hundred only) per month towards miscellaneous expenses such as stationery, purchase of papers, photo copying of documents, pleading, case extracts/ /citations etc. subject to production of necessary bills/cash memos/receipts duly certified by respective Standing Counsel as per the Order dated 31-07-2014.
4. The above instructions shall be scrupulously followed by the Department concerned.
5. This issues with the concurrence of Finance (Exp.) Department vide their U.O. No. 1400069413 dated 15-11-2019.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).
Porvorim, 27th November, 2019.

Order

No. 1/7/2014-LD(Estt.)/2267

Government of Goa is pleased to appoint Adv. Geetesh R. Shetye as a Additional Government Advocate to appear and defend the interest of the State Government in the matters before the Hon'ble High Court of Bombay at Goa, Panaji with immediate effect and until further orders.

He shall be paid fees as per the existing terms and conditions laid down by the Government vide Order No. 1/19/2015/LD(Estt.)/150 dated 18-01-2016 and subsequent Corrigendum No. 1/19/2015/LD(Estt.)/1887 dated 25-10-2016, as applicable to Government Advocates/Additional Government Advocates and as amended from time to time. On submission of bills (in duplicate) alongwith the attendance certificate, issued by the Registrar of the High Court of Bombay, Panaji-Goa. He shall comply with the instructions contained in the Government Circular No. 4-43-99/LD dated 04-05-2000. He will appear in those matters, which would be allotted to him by the Ld. Advocate General.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).
Porvorim, 29th November, 2019.

Order

No. LS/1077/93-Part II/2306

Read: Order No. LS/1077/93-Part II/1522 dated 14-08-2019.

Government of Goa is pleased to appoint Adv. Ashish Sareen as a Standing Counsel for the State of Goa to appear and defend the interest of the State Government before the National Green Tribunal, New Delhi, the National Company Law Tribunal, Debt Recovery Tribunal, New Delhi, and Delhi High Court with immediate effect on the following terms and conditions:-

1. The allotment of cases before the National Green Tribunal, New Delhi, the National Company Law Tribunal, Debt Recovery Tribunal, New Delhi and Delhi High Court for defending the interest of Government of Goa will be assigned to Advocate by the Hon'ble Chief Minister/Ld. Advocate General on a case to case basis.
2. The Standing Counsels has to keep the Ld. Advocate General of the State of Goa informed well in advance of the date of hearing of the matters and also seek his instructions from time to time.
3. The Standing Counsel shall be paid ₹ 5,500/- (Five thousand five hundred only) per effective appearance before the Hon'ble National Green Tribunal, New Delhi, the National Company Law Tribunal, Debt Recovery Tribunal, New Delhi and Delhi High Court. He shall also be entitled to a fee of ₹ 1,000/- (Rupees one thousand only) for every drafting of Affidavit. In addition to this, he shall be entitled for reimbursement of an amount of ₹ 2,500/- (Maximum) (Rupees two thousand five hundred only) per month towards miscellaneous expenses such as stationery, purchase of papers, photo copying of documents, pleading, case extracts/ /citations etc. subject to production of necessary bills/cash memos/receipts duly certified by respective Standing Counsel as per the Order dated 31-07-2014.
4. The above instructions shall be scrupulously followed by the Department concerned.
5. This issues with the concurrence of Finance (Exp.) Department vide their U.O. No. 1400069413 dated 15-11-2019.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Law-Estt.).
Porvorim, 5th December, 2019.

Department of Personnel

Order

No. 4/12/85-PER-Vol.I/3349

Consequent upon the superannuation of Shri S.T. Nadkarni, Chief Engineer, Water Resources Department, Porvorim on 30-11-2019 (a.n.), Shri Shrikant D. Patil, Superintending Engineer, Water Resources Department, shall hold the charge of the post of Chief Engineer, Water Resources Department, in addition to his own duties until further orders.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).
Porvorim, 29th November, 2019.

Order

No. 13/27/2016/PER/3351

The Governor of Goa is pleased to grant extension in service to Shri Mahesh V. Vengurlekar, Principal, Goa College of Art, Altinho, Panaji-Goa beyond the date of his superannuation for a period of six months w.e.f. 01-12-2019 to 31-05-2020 in public interest. This order is subject to Vigilance Clearance, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 29th November, 2019.

Order

No. 7/7/2017-PER/3352

Read: (i) Memorandum No. 7/7/2017-Per/2316 dated 26-07-2019.

(ii) Corrigendum No. 7/7/2017-PER/3086 dated 08-11-2019.

On the recommendation of the Goa Public Service Commission, conveyed vide its letter No. COM/II/4/16(1)/08/06 dated 01-04-2019, the Governor of Goa is pleased to appoint Shri Raghuvir G. Keni, Superintending Engineer, Mormugao Port Trust, Headland Sada, Mormugao-Goa to the post of Chief Electrical

Engineer, Electricity Department, Government of Goa, Panaji, Group "A" Gazetted by transfer on deputation in Level 13 of the Pay Matrix as per CCS Revised Pay Rules, 2016.

The appointment of Shri Keni shall be governed by standard terms of deputation as amended from time to time.

Shri Keni shall exercise the option to fix his pay within one month in terms of deputation guidelines.

The expenditure on pay and allowances is debitable to the Budget Head of Electricity Department.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 29th November, 2019.

Order

No. 13/29/2016-PER/3353

The Governor of Goa is pleased to grant extension in service to Shri P. B. Seldarkar, Chief Engineer, Public Works Department, Altinho, Panaji-Goa presently posted as Managing Director, Sewerage and Infrastructural Development Corporation of Goa Limited beyond the date of his superannuation for a period of one year w.e.f. 01-12-2019 to 30-11-2020 in public interest. This order is subject to Vigilance Clearance, concurrence of Finance Department and approval of Council of Ministers.

The extension is further subject to termination without assigning any reasons during the period of extension.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 29th November, 2019.

Order

No. 5/14/2018-PER/3575

Read: 1) Notification No. 5/14/2018-PER/2124 dated 30-07-2019.

2) Memorandum No. 5/14/2018-PER/2262 dated 20-08-2019.

3) Letter No. GIPARD/PA/JSO/004/A/ /2019-20/903 dated 24-09-2019.

Pursuant to the Departmental examination of Junior Scale Officers of Goa Civil Service held on 22nd, 23rd, 24th & 26th August, 2019 at Goa

Pharmacy College, Panaji by the Goa Institute of the Public Administration and Rural Development in accordance with the notification read in preamble at serial numbers 1 & 2 above and pursuant to the marks submitted by the Goa Institute of the Public Administration and Rural Development vide its letter dated 24-09-2019 read in preamble at serial number 3, the following 15 Junior Scale Officers who appeared in the said examination are declared as "PASSED":-

Sr. No.	Name of Junior Scale Officers
1.	Smt. Maya Pednekar.
2.	Smt. Fransquinha Oliveira.
3.	Smt. Snehal S. Prabhu.
4.	Shri Chandresh C. Kunkalkar.
5.	Shri Kuldeep U. Arolkar.
6.	Shri Sachin S. Desai.
7.	Shri Premraj K. Shirodkar.
8.	Shri Pranab G. Bhat.
9.	Shri Kabir K. Shirgaonkar.
10.	Shri Sagar B. Gaude.
11.	Dr. Pooja M. Madkaikar.
12.	Shri Vikas S. Kamble.
13.	Shri Nilesh K. Dhaigodkar.
14.	Shri Mangaldas B. Gaonkar.
15.	Shri Pritidas U. Gaonkar.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 2nd December, 2019.

Order

No. 5/16/2017-PER/3577

Read: 1) Notification No. 6/8/2016-PER/1938 dated 15-06-2018.

2) Notification No. 6/8/2016-PER/2121 dated 03-07-2018.

3) Letter No. GIPARD/PA/JSO/004/A/2018-19/834 dated 21-08-2018.

4) Letter No. GIPARD/PA/JSO/004/A/2019-20/903 dated 24-09-2019.

Pursuant to the Departmental examination held from 05-07-2018 to 08-07-2018 & on 20-08-2019 at Goa Pharmacy College, Panaji conducted by the Goa Institute of the Public Administration and

Rural Development in accordance with the notification read in preamble at serial numbers 1 & 2 above and in terms of Rule 25 of the Goa Civil Service Rules, 2016 and pursuant to the marks submitted by the Goa Institute of the Public Administration and Rural Development vide their letters read in preamble at serial number 3 & 4, Shri Taha Idrees Haaziq is declared as "PASSED".

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 2nd December, 2019.

Order

No. 5/9/2017-PER/3589

Read: Order No. 5/9/2017-PER/2398 dated 09-09-2019.

The ad hoc promotion in Junior Scale of Goa Civil Service of Smt. Shanti Makwana Harding, Section Officer in General Administration Department is extended for the period from 01-01-2018 to 13-11-2019 corresponding to the period served as ad hoc Junior Scale of Goa Civil Service before reversion vide order read in preamble.

This issues with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/42(2)/2016/1353 dated 02-12-2019.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 4th December, 2019.

Order

No. 7/13/2014-PER/3604

Pursuant to Order No. F. No. 46011/1/2019-IFS-J (AGMUT) dated 01-11-2019 of Ministry of Environment, Forests and Climate Change, Government of India New Delhi; Shri Sanjay K. Waradkar, IFS (AGMUT: 2005) is relieved from the State Administration w.e.f. 06-12-2019 (a.n.), to join his new place of posting at Andaman and Nicobar Islands.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).
Porvorim, 5th December, 2019.

Order

No. 4/4/2013-PER/3635

Read: Order No. 4/4/2013-PER/2240 dated 16-07-2018.

Dr. (Smt.) Shamila Dos Milagres Monteiro, Member Secretary, Goa State Pollution Control Board, Saligao is transferred and posted as Director in the Directorate of Fisheries.

Smt. Monteiro shall hold the charge of Member Secretary, Goa State Pollution Control Board, Saligao, in addition to her own duties.

Consequently Shri Vinesh V. Arlenkar, Director of Fisheries shall report to the Personnel Department for further orders.

By order and in the name of the Governor of Goa.

Maya Pednekar, Under Secretary (Personnel-II).

Porvorim, 06th December, 2019.

Order

No. 6/10/2017-PER/3609

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer and posting of the following Officers of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the officer	Posted as
1	2	3
1.	Surendra Naik, Additional Collector (II), South Goa	Additional Collector (I), South Goa.
2.	Prasanna Acharya, Additional Collector (I), South Goa	Member Secretary, Ravindra Bhavan, Margao.
3.	Rajendra Mirajkar, Member Secretary, Ravindra Bhavan, Margao	Director, Government Printing Press.
4.	Agnelo A. J. Fernandes, M.D., Goa State ST Finance Development Corporation Ltd.	Additional Collector (II), South Goa.
5.	Meghanath Porob, Managing Director, Goa Housing Board	M.D., Goa State ST Finance Development Corporation Ltd.
6.	Siddhivinayak Naik, Chief Officer, Margao Municipal Council	Additional Inspector General of Prisons with additional charge as Superintendent of Jails.
7.	Ajit Panchwadkar, Additional Inspector General of Prisons	Chief Officer, Margao Municipal Council.
8.	Narayan Gad, Director of Settlement and Land Records	Director of Panchayats.
9.	Gopal Parsekar, Director of Panchayats	Additional Collector (II), North Goa.
10.	Dashrath Redkar, Additional Collector (II), North Goa	Additional Collector (I), North Goa with additional charge as CEO, North Goa Zilla Panchayats.
11.	Sanjiv Gadkar, Director of Tourism	SLAO, Mopa Airport Project.
12.	Umeshchandra Joshi, awaiting posting	Director of Social Welfare with additional charge as M.D., Goa State Minorities Fin. & Dev. Corp. Ltd.
13.	Parag Nagorcekar, Director of Social Welfare	SLAO, Goa Industrial Development Corporation.
14.	Sneha Morajkar, Director of Official Language	Joint Secretary to CS.
15.	Vikas Gaunekar, Additional Collector (I), North Goa	Registrar of Co-operative Societies.
16.	Menino D'Souza, Registrar of Co-operative Societies	Director of Tourism.

Derrick P. Neto, Managing Director, Goa Human Resource Development Corporation shall hold additional charge of Director of Settlement and Land Records.

Nikhil Desai, Managing Director, Goa Tourism Development Corporation shall hold the additional charge of Managing Director, Goa Housing Board.

Meghana Shetgaonkar, Director of Information and Publicity shall hold the additional charge of Director of Official Language.

Sneha Morajkar, shall draw the salary from the post of Leave and Training Reserve.

The officers posted against ex-cadre deputation posts shall be governed by standard terms of deputation as amended from time to time.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Personnel-I).

Porvorim, 5th December, 2019.



Department of Public Health

Order

No. 4/3/2017-IV/PHD/2074

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/14(1)/2019/240 dated 06-11-2019, Government is pleased to declare satisfactory completion of probation period of one year by Dr. Manisha Maruti Khorate, Professor in Oral Medicine & Radiology under Goa Dental College & Hospital, Bambolim and also to confirm her against the said post.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).

Porvorim, 06th December, 2019.

Order

No. 4/3/2017-IV/PHD/2075

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/14(2)/2019/239 dated 06-11-2019, Government is pleased to declare satisfactory completion of probation period of one year by Dr. Pooja Shankar Wagle, Anaesthetist under Goa Dental College & Hospital, Bambolim and also to confirm her against the said post.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).

Porvorim, 06th December, 2019.

North Goa Planning and Development Authority

Order

NGPDA/GIRA/Vol.IV/888/2019

In exercise of powers conferred by sub-sections (1) and (2) of Section 5 of the Right to Information Act, 2005 (Central Act 22 of 2005) (hereafter referred to as the "said Act") and in supersession of Order No. 21/22-1/TCP/CIR/10/448 dated 08-02-2010, published in Official Gazette, Series II No. 47 dated 18-2-2010, the North Goa Planning and Development Authority hereby designates the officer specified in column (2) and (3) of the table below as Public Information Officer and Assistant Public Information Officer, respectively, for the North Goa Planning and Development Authority, for the said Act.

Sr. No.	Public Information Officer	Assistant Public Information Officer
1	2	3
1.	Vikram V. Tengse, Assistant Engineer	Babita V. Chopdekar, Head Clerk.

This order shall come into force from the date of its publication in Official Gazette.

R. K. Pandita, Member Secretary (North Goa Planning & Development Authority).

Panaji, 4th December, 2019.

V. No. AP-1636/2019.

Greater Panaji Planning and Development Authority

Order

GPPDA/Appoint of PIO&APIO/647/2019

In exercise of powers conferred by sub-sections (1) and (2) of Section 5 of the Right to Information Act, 2005 (Central Act 22 of 2005) (hereafter referred to as the "said Act") and in supersession of Order No. 21/22-1/TCP/CIR/10/448 dated 08-02-2010, published in Official Gazette, Series II No. 47 dated 18-2-2010, the Greater Panaji Planning and Development Authority hereby designates the officer specified in column (2) and (3) of the table below as Public Information Officer and Assistant Public Information Officer, respectively, for the

Greater Panaji Planning and Development Authority, for the said Act.

Sr. No.	Public Information Officer	Assistant Public Information Officer
1	2	3
1.	Shaikh Ali Ahmed, Dy. Town Planner	Babita V. Chopdekar, Jr. Stenographer.

This order shall come into force from the date of its publication in Official Gazette.

R. K. Pandita, Member Secretary for and on behalf of Greater Panaji Planning & Development Authority.

Panaji, 4th December, 2019.

V. No. AP-1637/2019.

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Department of Water Resources

Office of the Chief Engineer

Order

No. 74-1-81/CE-WR/Adm.II/800

Government is pleased to order transfer/posting of following Executive Engineers of this Department, to the offices mentioned against their names, with immediate effect.

Sr. No.	Name & designation	Present place of posting	Office to which posted on transfer
1.	Shri R. S. Godi, Executive Engineer	O/o. Executive Engineer, WD. III, WRD, Ponda-Goa	As Engineering Officer, O/o. Chief Engineer, WRD, Porvorim against the existing vacancy.
2.	Shri Mohan G. Halkatti, Executive Engineer	O/o. Executive Engineer, WD. XII, WRD, Gogal, Margao	As Executive Engineer, O/o. Executive Engineer, WD. III, WRD, Ponda-Goa.
3.	Shri Krishnakant S. Patil, Executive Engineer	O/o. Executive Engineer, WD. XI, WRD, Rawanfond, Margao	Additional charge of Executive Engineer, O/o. Executive Engineer, WD. XII, WRD, Gogal, Margao.

The concerned Head of Office should relieve the above transferees and endorse one copy of the same to this office.

This is issued with the approval of Government.

By order and in the name of the Governor of Goa.

S. D. Patil, Chief Engineer & ex officio Addl. Secretary (W.R.).

Porvorim, 5th December, 2019.

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